

**A SUBSTITUTE ORDINANCE BY  
FINANCE/EXECUTIVE COMMITTEE**

**AN ORDINANCE AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA ("CITY"), TO NEGOTIATE FOR AND PURCHASE APPROXIMATELY 4.32 ACRES OF PROPERTY LOCATED AT 471 COLLIER ROAD NW ("THE HOWARD PROPERTY"), FROM THE TRUST FOR PUBLIC LAND ("TPL"), IN AN AMOUNT NOT TO EXCEED TWO MILLION THREE HUNDRED TWENTY EIGHT THOUSAND FOUR HUNDRED TWENTY FIVE DOLLARS (\$2,328,425.00), FOR THE PURPOSE OF CONNECTING ATLANTA MEMORIAL PARK TO TANYARD CREEK PARK AND ARDMORE PARK AND THE PROPOSED BELTLINE. THE CITY'S PURCHASE PRICE, DUE DILIGENCE AND PURCHASE SERVICES SHALL BE PAID FROM THE GENERAL GOVERNMENT CAPITAL OUTLAY FUND BUDGET IN 1C28 571001 Y63F060392BG FACILITIES OTHER THAN BUILDINGS CITY WIDE GREENSPACE PROGRAM AND AMENDING THE 2007 GENERAL GOVERNMENT CAPITAL OUTLAY FUND BUDGET DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT BY TRANSFERRING BETWEEN ACCOUNTS THE SUM OF TWO MILLION DOLLARS (\$2,000,000) AND FROM CITYWIDE GREENWAY TRAILS PROJECTS QUALITY OF LIFE BOND FAC 1C50-571001-Y63F063592BH IN AN AMOUNT EQUAL TO THREE HUNDRED TWENTY EIGHT THOUSAND FOUR HUNDRED TWENTY FIVE DOLLARS (\$328,425.00); AND FOR OTHER PURPOSES.**

**WHEREAS**, the Trust for Public Land ("TPL") has under contract approximately 4.32 acres of property, located at 471 Collier Road NW, Atlanta, Georgia, Parcel Identification Number 17-0146-0002-027 ("the Howard Property") for the purpose of connecting Atlanta Memorial Park to Tanyard Creek Park and Ardmore Park and the proposed BeltLine (See Attached Exhibit "A"); and

**WHEREAS**, TPL has agreed to sell the Property to the City for an amount less than the Fair Market Value ("FMV"), subject to the appropriate City approval processes; and

**WHEREAS**, TPL has agreed to demolish the structures that now exist on the Property; and

**WHEREAS**, TPL and the City will enter into a demolition agreement to demolish the structure because TPL will be unable to demolish the structure prior to closing; and

**WHEREAS**, TPL is a non-profit, 501(c)(3) organization, whose mission is to conserve land for people and whose work involves working with public agencies to purchase properties for this purpose, and hold such properties until the public agency has the funds to purchase the properties; and

**WHEREAS**, the Councilmember from District 8 has agreed to allocate her greenspace Quality of Life funds to this project in an amount equal to three hundred twenty eight thousand four hundred twenty five dollars (\$328,425.00); and

**WHEREAS**, the civic associations for both Collier Hills and Collier Hills North have voted in favor of the acquisition with the understanding that the property will be preserved for passive use only, but including trail connectivity to the Beltline; and

**WHEREAS**, purchasing the Property is consistent with the City's goal of greenspace acquisition, preservation and park expansion particularly in areas that are located along the proposed BeltLine.

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS, as follows:**

**SECTION 1:** The Chief Procurement Officer or his designee, on behalf of the City, is hereby authorized to negotiate with the Trust for Public Land to purchase approximately 4.32 acres of real property located at 471 Collier Road NW, Atlanta, Georgia, Parcel Identification Number 17-0146-0002-027 (known as "the Howard Property").

**SECTION 2:** The Chief Procurement Officer or his designee is hereby authorized to obtain or review surveys, title reports, environmental assessments, and appraisals to establish the Fair Market Value of the Property. In addition, the Chief Procurement Officer or his designee is authorized to obtain and pay for those items and services necessary to purchase the Property, including but not limited to title insurance, real estate service fees, demolition and land restoration, fencing, cleanup, closing costs and other costs of acquisition ("The City's Due Diligence and Purchase Services").

**SECTION 3:** The 2007 General Government Capital Outlay Fund Budget Department of Planning and Community Development is hereby amended as follows:

**TRANSFER FROM APPROPRIATIONS**

1C28  
792001  
T31X04109991

General Government Capital Outlay Fund  
Reserve Development Recoupment Fees  
Administrative Parks North

**\$2,000,000**

**TRANSFER TO APPROPRIATIONS**

1C28  
774001  
Y63F060392BG

General Government Capital Outlay Fund  
Facilities Other Than Buildings  
City Wide Greenspace Program

**\$2,000,000**

**SECTION 4:** The City Purchase Price plus the City's Due Diligence and Purchase Services shall be paid from 1C28 574001 Y63F060392BG (City Wide Greenspace Program) in an amount not to exceed two million dollars (\$2,000,000.00) and an amount equal to three hundred twenty eight thousand four hundred twenty five dollars (\$328,425.00) shall be paid from Citywide Greenway Trails Projects Quality of Life Bond FAC 1C50-571001-Y63F063592BH.

**SECTION 5:** Upon acquisition, the Department of Parks, Recreation, and Cultural Affairs is hereby charged with all responsibility for the Property and that the deed shall provide that such property shall remain permanently preserved as parks and greenspace with recreation facilities for the benefit of the public.

**SECTION 6:** The City's Greenspace Acquisition Consultant, ("the Consultant") is authorized to settle the acquisition of the Property in an amount authorized by the Chief Procurement Officer. The Consultant may also arrange and negotiate for the Due Diligence and Purchase Services.

**SECTION 7:** The requirements of the City Code Section 2-1541 (d), of the Procurement and Real Estate Code, are waived to allow the purchase of the Property on behalf of the City without further authorization by the City Council.

**SECTION 8:** The Mayor, on behalf of the City, is authorized to execute any and all deeds, instruments or other documents that the Law Department deems to be necessary or advisable in order to carry into effect the intent of this ordinance.

**SECTION 9:** The City Attorney is hereby directed to prepare for execution by the Mayor, any and all deeds, instruments, or other documents that the City Attorney deems necessary or advisable to carry into effect the intent of this ordinance.

**SECTION 10:** Said deeds, instruments, or other documents shall not become binding upon the City, and the City shall incur neither obligation nor liability thereunder, until the same has been signed by the Mayor, attested to by the Municipal Clerk, approved as to form by the City Attorney.

**SECTION 11:** All ordinances and parts of ordinances in conflict herewith are hereby waived for purposes of this Ordinance only, and only to the extent of the conflict.